the *Geohegan Case* differs from these cases only in so far as it does not involve the actual taking of property but only the interference with an easement of light and air, so that any benefits where allowed must be set off against the value of the easement. In *Bohm* v. *Metropolitan Elevated Ry. Co.* (1892), 129 N. Y. 576, the court held general benefits resulting from the construction of the road as well as special benefits might be so set off. In an earlier Illinois case, *Brand* v. *Union Elevated Co.* (1913), 169 Ill. App. 449, aff'd. 258 Ill. 133, the court concluded in acordance with the instant case; see also *Rourke* v. *Home Street Ry. Co.* (Mo., 1915), 177 S. W. 1102. The question as to what constitutes direct benefits lends itself to varied interpretations. In LEWIS, EMINENT DOMAIN [3rd Ed.], Secs. 687-693, inclusive, the author suggests a classification embracing all the conflicting decisions through 1908. The decisions since then have not materially lessened the conflict. The whole question is largely one of local policy, and except from an abstract point of view the conflict is of no great importance as long as each state maintains uniformity of its own decisions.

ESCROWS—NECESSITY OF BINDING CONTRACT.—Defendant and plaintiff entered into a verbal contract whereby the former agreed to make an oil and gas lease to the latter, the consideration being a cash payment of $5,000 and certain promises contained in the lease. The lease, signed by the defendant, but not by plaintiff, was left with a bank with the understanding that plaintiff was to call "at the bank the next morning to pay the sum of $5,000 to Cooper (defendant) and get the lease." Later the same day defendant notified the bank not to deliver the lease, and next morning, when plaintiff tendered the $5,000, delivery of the lease was refused. In action for specific performance it was *held* that the verbal contract was unenforceable by reason of the statute of frauds, and that the deposit in escrow was not, therefore, irrevocable. *Blue* v. *Conner* (Tex. Civ. App., 1920), 219 S. W. 533.

This case follows the doctrine of *Campbell* v. *Thomas,* 42 Wis. 437, a doctrine which is believed to be indefensible. See "IS A CONTRACT NECESSARY TO AN ESCROW?" in 16 MICH L. REV. 569.

INSURANCE—DEATH WHILE IN MILITARY SERVICE.—A life insurance policy provided that it should "be incontestable * * * except for naval or military service in time of war, without permit, which are risks not assumed by the company, provided that, in case of the death of the insured while engaged in such service, without permit, the amount payable hereunder shall be the reserve on the policy at date of death, etc." The insured was inducted into the military service of the United States pursuant to the Selective Service law, and died at Camp Custer of pneumonia. In an action by his administrator to recover face value of the policy, it was *held,* the company was not liable. *Ruddock* v. *Detroit Life Insurance Company* (Mich., 1920), 177 N. W. 242.

The question involved in this case is discussed at considerable length, *supra,* p. 686.